## DPOE IMAGE-FLEX

## . IMAGE-FLEX AGREEMENT

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- 6. IMAGE CHARGES. Payments are due monthly, beginning the date the Equipment is delivered to You or any later date designated by Us and continuing on the same day of each following month until fully paid. Your Minimum Monthly Usage Payment obligation shown on the front of this Agreement is unconditional. In return for the Minimum Monthly Usage Payment, You are entitled to use the applicable Monthly Volume Allowance shown on the front of this Agreement each month. If You use more than the Monthly Volume Allowance in any month, You will pay Us an additional charge equal to the number of additional metered images multiplied by the applicable Excess Per Image Charge. Notwithstanding any adjustment, You will never pay leas than the Minimum Monthly Usage Payment. You agree to provide Us, or the Supplier, with the actual meter readings on any business day of each month as designated by Us, provided that We may estimate the number of images used if such meter readings are not received by Us within five days after being requested. We will adjust the estimated charge for excess Images upon receipt of actual meter readings. Per Image Charges are based on Supplier's estimated average page coverage, that being 6% page coverage for black and white Images and 20% for color images. These percentages are based on 8.5" x 11" images. You agree that We may proportionately increase your Per Image Charges at any time if the Supplier's estimated average page coverage is exceeded in any month during the term of this Agreement. In addition to the foregoing, You agree that effective on each/any anniversary of this Agreement, We may annually increase both the Minimum Monthly Usage Payment and the Excess Per Image Charge by amounts determined in Our discretion. We may charge You a reasonable fee to cover documentation and investigation costs. You may not pay off this Agreement prior to the end of the Agreement term without our consent and We may charge You, in addition to the other emounts to wed under this Agreement, and were arrived in
- 7. USAGE REPORTING. Accurate usage billing under this Agreement is based upon Us obtaining accurate monthly usage readings through Our efficient and electronic usage collection, Fleetview Remote Monitoring System. Access to install on this software on Your network must be granted. You agree that usage may be accessed and reported in this software.
- USE AND MAINTENANCE. You acknowledge that DPOE has agreed to provide full service maintenance during normal business hours, including all toner, developer and parts necessary to produce images, provided you must purchase copier paper and staples separately. You acknowledge that only DPOE or the manufacturer is responsible for service, repair, meintenance or warranty of the Equipment. You agree to pay DPOE for service and maintenance provided outside of DPOE's normal business hours and for service required by your negligence or misuse of the Equipment both at DPOE's customary rates. You agree to use the Equipment for business purposes only. You may modify the Equipment only with Our prior written cogagent.
   EQUIPMENT LOCATION AND INSPECTION. You will not move the Equipment from its.
- e. EQUIPMENT LOCATION AND INSPECTION. You will not move the Equipment from its location noted in this Agreement without Que prier written censent. We have the right to enter the premises where the Equipment is located, in order to confirm the existence, condition and proper maintenance of the Equipment. If You take the Equipment out of service while having a third party pay, or provide funds to pay, the payments due hereunder, the Agreement shall be considered terminated early, and You will be subject to the early termination fee above.
- 10. END OF TERM. At the end of term, and upon at least sixty (60) but not more than ninety (80) days written notice to Us, You shall return all the Equipment, including software, to wherever We direct within the continental United States, with all menuels and logs, in good order and working condition (except for ordinary wear and tear from normal use) packed per the shipping company's specification and pay an inspection, restocking and handling fee of \$100.00. If this does not occur, this Agreement will renew for an additional twelve months and You shall pay Us the same Minimum Monthly Usage Payments, Excess Per Image Charges and other charges as applied during the term.
- 11. LOSS OR DAMAGE. You assume and bear the risk of loss or damage to the Equipment. If the Equipment is lost or damaged, You agree to replace or repair the Equipment and to continue to pay all Minimum Monthly Usage Payments.
- 12. INSURANCE. You agree: (a) to keep the Equipment fully insured against loss at its replacement cost, with Us named as loss payes; (b) to maintain comprehensive public liability insurance acceptable to Us; (c) to provide proof of insurance satisfactory to Us no later than thirty (30) days following the commencement of this Agreement, and thereafter upon Our written request; (d) if You fall to obtain and maintain property loss insurance satisfactory to Us and/or You fall to provide proof of such insurance to Us within thirty (30) days of the commencement of the Agreement, We have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of Our choosing in such forms and amounts as We deem reasonable to protect Our interests; (e) if We place insurance on the Equipment, We will not name You as an insured and Your interests may not be fully protected; (f) if We secure insurance on the Equipment, You will pay Us an amount for the premium which may be higher than the premium that You would pay if You placed the insurance. Any insurance proceeds received will be applied, at Our option, (f) to repair, restore or replace the Equipment, or (ii) to pay Us the remaining balance of the Agreement plus Our estimated residual value, both discounted at 6% per year.
- 13. INDEMNITY. We are not responsible for, and You agree to indemnify Us and hold Us harmless from, any claim, loss or damages, including attorney fees, in any way relating to or connected with a defect in, or the use, possession or existence of the Equipment.
- 14. TAXES. You agree that, in addition to You paying any applicable sales or use taxes under this Agreement, you will also pay to Us as additional usage payments an amount

- equal to any personal property taxes, use taxes, ad valorem taxes, or other governmental taxes or fees of any kind which are assessed against Us or which are paid by Us with respect to the Equipment or this Agreement.
- 15. NET AGREEMENT, YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL MINIMUM MONTHLY USAGE PAYMENTS AND OTHER AMOUNTS DUE FOR THE ENTIRE AGREEMENT TERM OF THIS AGREEMENT, YOU ARE NOT ENTITLED, FOR ANY REASON, TO REDUCE, OR ASSERT A SET-OFF AGAINST, ANY MINIMUM MONTHLY USAGE PAYMENTS (OR OTHER AMOUNTS) PAYABLE TO US UNDER THIS AGREEMENT.
- 16. NO WARRANTIES FROM OWNER'S ASSIGNEE. OUR ASSIGNEE HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER. All warranties shall be from DPOE or the Equipment manufacturer and You will contact DPOE or the manufacturer for a description of Your warranty rights. Provided You are not in default under this Agreement, You may enforce all warranty rights directly against; DPOE or the manufacturer of the Equipment, as applicable. If an interest in this Agreement is assigned by DPOE, You agree to settle any dispute You may have regarding performance or maintenance of the Equipment directly with DPOE or the Equipment manufacturer.
- 17. DELINQUENT AMOUNTS AND ADVANCES, in the event that We advance payments of any kind to preserve the Equipment, You will promptly reimbures us the amount(s) advanced, if any usage payments or other sums required to be paid by You under this Agreement are not paid when due, such overdue amounts will accrue interest, from the due date until paid, at the lower of one and one half percent (1.5%) per month or the highest rate allowed by applicable law, is addition. You will pay Us a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue to twenty six delians (926.90), or 2) the highest leavil charge; whichever is less. Late charges will be due and payable with the next monthly usage payment due.
- vith the next monthly usage payment this.

  18. DEFAULT AND. REMEDIES. Any of the following evente or conditions will constitute a default hereunder. (a) You fall to pay any sum due the within ten (10) days after the due date thereof; (b) You fall to observe or perform any other term, covenant or condition of this Agreement and such failure continues fortien (46) days following the receipt of written notice from Us; (c) the filing by or against You of a petition under the Bankruptcy Code or under any other Insolvency law providing for the relief of debtors; (d) the voluntary or involuntary making of an assignment of a substantial portion of Your assets by You for the benefit of creditors, appointment of a receiver or trustee for You or for Your assets, commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Your affairs, or You cease doing business as a going concern; (e) any representation or warranty made by You herein or in any document delivered by You in connection herewith will prove to have been misteading in any material respect when made; or (f) You are in default under any other contract with Us. Upon the occurrence of an event of default, We may, at Our option, require You (i) to then pay as liquidated demages, and not as a penalty, the present value, discounted at a rate of 6% per annum, of the remaining scheduled Minimum Monthly Usage Payments plus Our estimated residual value, and (ii) regardless of whether such amounts are paid, to return the Equipment. We may use any other remedies available to Us under applicable law, such as holding You liable for the difference between the remaining unpaid Minimum Monthly Usage Payments and the fair market value of the Equipment. Although You agree that We have no obligation to estill the Equipment, if We do sell the Equipment, IWe allowed to create any other remedies will be applied, to the extent allowed by law, cumulatively. In addition, You agree to tay I be allocate and engences, includ
- 19. ASSIGNMENT. You have no right to sell, assign or sublease the Equipment or this Agreement. WE MAY SELL OR ASSIGN THIS AGREEMENT OR OUR RIGHTS IN THE EQUIPMENT, IN WHOLE OR IN PART, TO A THIRD PARTY WITHOUT NOTICE TO YOU, YOU AGREE THAT IF WE SELL OR ASSIGN AN INTEREST IN THIS AGREEMENT, THE ASSIGNEE WILL HAVE OUR RIGHTS, BUT WILL NOT HAVE OUR OBLIGATIONS, AND YOU AGREE THAT SUCH ASSIGNEE WILL NOT BE SUBJECT TO ANY CLAIM, DEFENSE OR SET-OFF THAT YOU COULD ASSERT AGAINST US OR ANY THIRD PARTY.
- 20. MISCELLANEOUS. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. All of Your written notices to Us must be sent by certified mail. Notwithstanding terms and conditions contained in any purchase order relating to the Equipment, the terms and conditions of this Agreement will prevail. We shall not be liable for any incidental or consequential damages.
- M. CUSTOMER WAIVERS. To the extent permitted by law, You waive an rights and ramedles. You would have under Article 2A. (Sections 507.622) of the Uniform Commercial Code, including but not limited to Your rights for (I) cancel or repudiate the Agreement, and (ii) reject or revoke acceptance of the Equipment Any action You take against Us for any default, including breach of warranty or indemnity, must be started within one (1) year after the event which caused it. We will not be liable for specific performance of this Agreement or for any losses, damages, delay or fallure to deliver the Equipment. You authorize Us to file at any time a UCC financing statement evidencing Our interest in the Equipment.





Admin

# DPOE MAGE-FLEX\*

## **IMAGE-FLEX AGREEMENT**

Print Name & Tille: Chip Miceli President Print Name & Tille: 5-txplin Lazarus  UNCONDITIONAL GUARANTY TO OWNER  "Trocurrence at Specialist		· · · · · · · · · · · · · · · · · · ·		Agreemen	t No.	
The Village of Wilmette  W		"Your")				
Address  City  State  200 Wilmette  Elk Grove Village  Wilmette  W	•	•				
Supplier (Smjolaris not Owner's Agent nor is Stipplier authorized to value or citer any term or condition of this Agicament) Des Plaines Office Equipment  PLEASE READ CAREFULLY BEFORE SIGNING  Grandity  Typs, Make, Model Number and included accessories  Rerial No.  Sharp MX-7040N with finisher three hole, punch and fax kit  Sharp MX-7040N with finisher three hole, punch and fax kit  Sharp MX-7040N with finisher three hole, punch and fax kit  Monthly Volume Allowance  BEW Images  O  60  \$466.27 .006 .049 (glus tex)  Description Prece-361.50  Description Prece-361.50  ADDITIONAL PROVISIONS  1. MAGE-FLEX AGREEMENT, Subject to be turns of this Image-Flex Agreement (Agreement), Durner (sites referred to se "Wr.", Us" and "Our") agrees to provide it by telephone or in writing such information as We may regular. You hereby suthorize to is other indeed above (Equipment). This Agreement condition the entire specified by the legislation of the Agreement, the equipment described above (Equipment). This Agreement condition the entire specified in Agreement (and selective unless in writing and signed by the internal or the subject of the Agreement of actions of the subject of the Agreement of actions of the subject of the Agreement of actions of the Agreement and actions of the Agreement condition by the internal or the subject of the Agreement of the Agreement of actions of the Agreement and actions of the Agreement condition by the internal condition and with the subject of the Agreement condition by the internal condition and the Agreement of the Agreement of the Agreement condition by the internal condition and the Agreement of the Agreem		, City		State	Zip .	;
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Das Plaines Office Equipment  PLEASE READ CAREFULLY BEFORE SIGNING  Guardity  Type, Moke, Moke, Model Number and included accessories  Serial No.  Sharp MX-7040N with finisher three, hole, punch and fax kit  Sharp MX-7040N with finisher three, hole, punch and fax kit  EQUIPMENT IOCATION  City  Subset County  SIMPLE OF USAGE PAYMENTS  Monthly Volume Allowance  Term  Minimum Monthly Usage Payment  Excess Per Image Charge  B&W images  O  60  \$466.27  .006 .049  (plus tax)  December deliver fee: 399.90°  December deliver fee:			ter any term or condition of	fthis Agreement)		
TERMS AND CONDITIONS  PLEASE READ CAREFULLY BEFORE SIGNING  Guardilly  Type, Make, Model Number and included accessories  Serial No.  Sharp MX-7040N with finisher three hole, punch and fax kit  EQUIPMENT LOCATION  Giy  State  County  Susta  County  EQUIPMENT LOCATION  Giy  State  County  Susta  County  EQUIPMENT LOCATION  Giy  State  County  Susta  County  EXCESS Per Image Charge  B&W Color  B&W Images  O  GO  State  AGE, 27  Loof  Months  Go  State  AGE, 27  Loof  Gigut taxy  Gobs taxy  Color  RUDHIONAL PROVISIONS  1. MAGE-FLEX AGREEMENT, Subject to the terms of this image-Flex Agreement, (Agreement), Owner (falso referred to se "We", Us" and "Our") agrees to provide to Customer (see referred to se "We", Us" and "Our") agrees to provide to Customer (see referred to se "We", Us" and "Our") agrees to provide to Customer (see referred to se "We", Us" and "Our") agrees to provide to Customer (see referred to se "We", Us" and "Our") agrees to provide to Customer (see referred to se "We", Us" and "Our") agrees to provide to Customer (see referred to se "We", Us" and "Our") agrees to provide to Customer (see referred to se "We", Us" and "Our") agrees to provide to Customer (see referred to se "We", Us" and "Our") agrees to provide to Customer (see referred to se "We", Us" and "Our") agrees to provide to Customer (see referred to se "We", Us" and "Our") agrees to provide to Customer (see referred to se "We", Us" and "Our") agrees to provide to Customer (see referred to se "We", Us" and "Our") agrees to provide to Customer (see referred to se "We", Us" and "Our") agrees to provide to Customer (see referred to se "We", Us" and "Our") agrees to provide to Customer (see referred to see "We", Us" and "Our") agrees to provide to Customer (see referred to see "We", Us" and "Our") agrees to provide to Customer (see referred to see "We", Us" and "Our") agrees to provide to Customer (see referred to see "We", Us" and "Our") agrees to provide to Customer (see referred to see "We", Us" and "Our") agrees to provide to Customer (se			ove Village			
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FULL AGREEMENT TERM.  3. GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE OF LITIGATION. This Agreement and each Schedule shall be governed by the internal laws for the state I: which owner's or Owner's assignee's principal corporate offices are located. IF THIS AGREEMENT IS ASSIGNED BY US, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT IN THE COUNTY WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAW OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE ANY RIGHT TO TRANSFER VENUE, BOTH PARTIES WAIVE THEIR RIGHT TO A TRIAL BY JURY.  4. ORIGINAL/FACSIMILE SIGNATURE/SECOND PAGE. The original of this Agreement shall be that copy which bears a facstmile or original of Your signature and which bear Our original signature. BY SIGNING THIS PAGE, YOU AGKNOWLEDGE THAT YOU RECEIVED AND HAVE READ THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT.  5. TITLE, We own the Equipment and all proprietary software We install on it. We are not responsible for the obligations of the licensor of any third-party software included will the Equipment or any limitations under such third-party license(s). Except as provided in this paragraph, all references to "Equipment" in this Agreement includes the Software Distriction of This Agreement includes the Software Distriction of This Agreement HAVE BEEN TAKEN AND THAT SUCH PERSON HAS AUXHORITY TO SIGN THIS AGREEMENT.  5. OWNER: DECEMBER OF THE STATE ALL ACTIONS REQUIRED BY CUSTOMER CERTIFIES THAT ALL ACTIONS REQUIRED BY CUSTOMER FOR JUTHORITE CUSTOMER'S EXECUTION OF THIS AGREEMENT HAVE BEEN TAKEN AND THAT SUCH PERSON HAS AUXHORITY TO SIGN THIS AGREEMENT.  6. Signature  6. Date Accepted:  7. Date Accepted:  8. Print Name & Title:  8. Print Name & Title:  9. Print Name & Title:  1. PRINT THAT ANY DISPUTE THAT ANY DISPUTE THE ANY DISPUTE THAT ANY DISPUTE THAT	by telephone or in writing such information as	We may require. You hereby auth	orize Us to either insert or o	correct the Agreement	number, serial number	s, model numbers,
which Owner's or Owner's assignee's principal corporate offices are located. IF THIS AGREEMENT IS ASSIGNED BY US, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT IN THE COUNTY WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAW OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL UNDESDICTION AND VENUE IN SUCH COURTS AND WAIVE ANY RIGHT TO TRANSFER VENUE, BOTH PARTIES WAIVE THEIR RIGHT TO A TRIAL BY JURY.  4. ORIGINALIFACSIMILE SIGNATURE/SECOND PAGE. The original of this Agreement shall be that copy which bears a facsimile or original of Your signature and which bear Our original signature. BY SIGNING THIS PAGE, YOU ACKNOWLEDGE THAT YOU RECEIVED AND HAVE READ THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT.  5. TITLE, We own the Equipment and all proprietary software We install on it. We are not responsible for the obligations of the licensor of any third-party software included will the Equipment or any limitations under such third-party license(s). Except as provided in this paragraph, all references to "Equipment" in this Agreement includes the Software THIS AGREEMENT IS AGREEMENT IS AGREEMENT IS AGREEMENT ACCEPTED BY US. THE PERSON SIGNING BELOW ON BEHALF DE CUSTOMER CERTIFIES THAT ALL ACTIONS REQUIRED BY CUSTOMER TO AUTHORIZE CUSTOMER'S EXECUTION OF THIS AGREEMENT HAVE BEEN TAKEN AND THAT SUCH PERSON HAS AUTHORITY TO SIGN THIS AGREEMENT.  OWNER: DEOE IMAGE-FLEX, INC.  CUSTOMER: (As Stated Above)  Date Accepted:  Print Name & Title:  UNCONDITIONAL GUARANTY TO OWNER  UNCONDITIONAL GUARANTY TO OWNER		. ONCE YOU SIGN THIS AGREE	vient and we accept it	r, this agreement	WILL BE NON-CANCE	LABLE FOR THE
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AND VENUE IN SUCH COURTS AND WAIVE ANY RIGHT TO TRANSFER VENUE. BOTH PARTIES WAIVE THEIR RIGHT TO ATRIAL BY JURY.  4. ORIGINAL PACSIMILE SIGNATURE SECOND PAGE. The original of this Agreement shall be that copy which bears a facstmile or original of Your signature and which bear Our original signature. BY SIGNING THIS PAGE, YOU ACKNOWLEDGE THAT YOU RECEIVED AND HAVE READ THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT.  5. TITLE. We own the Equipment and all proprietary software We Install on It. We are not responsible for the obligations of the licensor of any third-party software included will the Equipment or any limitations under such third-party license(s), Except as provided in this paragraph, all references to "Equipment" in this Agreement includes the Software THIS AGREEMENT IS ROT BINDING UNTIL ACCEPTED BY US. THE PERSON SIGNING BELOW ON BEHALF OF CUSTOMER CERTIFIES THAT ALL ACTIONS REQUIRED BY CUSTOMER TO AUTHORIZE CUSTOMER'S EXECUTION OF THIS AGREEMENT HAVE BEEN TAKEN AND THAT SUCH PERSON HAS AUTHORITY TO SIGN THIS AGREEMENT.  OWNER: DROE IMAGE-FLEX, INC.  CUSTOMER: (As Stated Above)  Date Accepted:  Print Name & Title:  UNCONDITIONAL GUARANTY TO OWNER  Print Name & Title:  PRINT TO ATRIAL BY JURY SIGNING THE ACCEPTED BY OUR SIGNATURE OF THIS TWO-PAGE  UNCONDITIONAL GUARANTY TO OWNER	UNDER OR RELATED TO THIS AGREEMI	ENT WILL BE ADJUDICATED	N THE FEDERAL OR ST	ATE COURT IN THE	COUNTY WHERE I	HE ASSIGNEE'S
Our original signature. BY SIGNING THIS PAGE, YOU ACKNOWLEDGE THAT YOU RECEIVED AND HAVE READ THE SECOND PAGE OF THIS TWO-PAG AGREEMENT.  5. TITLE, We own the Equipment and all proprietary software We install on it. We are not responsible for the obligations of the licensor of any third-party software included will the Equipment or any limitations under such third-party license(s). Except as provided in this paragraph, all references to "Equipment" in this Agreement includes the Software THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY U.S. THE PERSON SIGNING BELOW ON BEHALT OF CUSTOMER CERTIFIES THAT ALL ACTIONS REQUIRED BY CUSTOMER TO AUTHORIZE CUSTOMER'S EXECUTION OF THIS AGREEMENT HAVE BEEN TAKEN AND THAT SUCH PERSON HAS AUTHORITY TO SIGN THIS AGREEMENT.  CUSTOMER: OF OR MAGE-FLEX, INC.  CUSTOMER: (As Stated Above)  Date: 7-/5-RO  Signature  Print Name & Title: Print Nam	AND VENUE IN SUCH COURTS AND WAIVE	ANY RIGHT TO TRANSFER VEN	ue. <del>Both Parties Waiv</del>	<del>E THEIR RIGHT TO A</del>	TRIAL BY JURY.	
AGREEMENT.  5. TITLE, We own the Equipment and all proprietary software We install on it. We are not responsible for the obligations of the licensor of any third-party software included with the Equipment or any limitations under such third-party license(s), Except as provided in this paragraph, all references to "Equipment," in this Agreement includes the Software This Agreement is Not binding until Accepted by US. The PERSON SIGNING BELOW ON BEHALF OF CUSTOMER CERTIFIES THAT ALL ACTIONS REQUIRED B CUSTOMER TO AUTHORIZE CUSTOMER'S EXECUTION OF THIS AGREEMENT HAVE BEEN TAKEN AND THAT SUCH PERSON HAS AUTHORITY TO SIGN THIS AGREEMENT.  OWNER: IDFOE IMAGE-FLEX, INC.  CUSTOMER: AS Signed Above  Date Accepted:  Signature  Print Name & Title:  UNCONDITIONAL GUARANTY TO OWNER	<ol> <li>ORIGINAL/FACSIMILE SIGNATURE/SECONI Our original signature. BY SIGNING THIS F</li> </ol>	DPAGE. The original of this Agree PAGE, YOU ACKNOWLEDGE T	ment shall be that copy which HAT YOU RECEIVED ANI	ch bears a facsimile or D HAVE READ THE	original of Your signatur SECOND PAGE OF	e and which bears THIS TWO-PAGE
the Equipment or any limitations under such third-party license(s), Except as provided in this paragraph, all references to "Equipment" in this Agreement includes the Software THIS AGREEMENT IS (NOT BINDING UNTIL ACCEPTED BY US. THE PERSON SIGNING BELOW ON BEHALF DE CUSTOMER CERTIFIES THAT ALL ACTIONS REQUIRED BY CUSTOMER TO AUTHORIZE CUSTOMER SEXECUTION OF THIS AGREEMENT HAVE BEEN TAKEN AND THAT SUCH PERSON HAS AUTHORITY TO SIGN THIS AGREEMENT.  OWNER: DECEMBER: (As Stated Above)  Date: 7-15-20  By: Customer Certifies THAT ALL ACTIONS REQUIRED BY US. THE PERSON SIGNING BELOW ON BEHALF DE CUSTOMER CERTIFIES THAT ALL ACTIONS REQUIRED BY CUSTOMER CERTIFIES THAT ALL ACTIONS REQUIRED BY CUSTOMER DECEMBER.  CUSTOMER: (As Stated Above)  Date: 7-15-20  Print Name & Title: Print Name	AGREEMENT.					
CUSTOMER: DE OE IMAGE-FLEX, INC.  OWNER: DE OE IMAGE-FLEX, INC.  Date Accepted: 730/R By: X Standard  Print Name & Title: Chip Miceli President  UNCONDITIONAL GUARANTY TO OWNER  CUSTOMER: (As Stated Above)  Date: 7-/5-20  Print Name & Title: Prin	the Equipment or any limitations under such thi	rd-party license(s), Except as prov	ded in this paragraph, all ref	erences to "Equipment	in this Agreement Inclu	ides the Software,
By: Chy Luc Date Accepted: 730/12 By: X Standard Date: 7-15-20  Print Name & Title: Chip Miceli President Print Name & Title: 5-120 Lazary  UNCONDITIONAL GUARANTY TO OWNER	THIS AGREEMENT IS NOT BINDING UNTIL ACCEP CUSTOMER TO AUTHORIZE CUSTOMER'S EXECUTIVE	TED BY US. THE PERSON SIGN ON OF THIS AGREEMENT HAVE BE	IING BELOW ON BEHALF T EN TAKEN AND THAT SUCH	OF CUSTOMER CERTI I PERSON HAS AUTHO	FIES THAT ALL ACTIO RITY TO SIGN THIS AGE	ns required by Reement.
Print Name & Tille: Chip Miceli President Print Name & Tille: 5-txplin Lazarus  UNCONDITIONAL GUARANTY TO OWNER  "Trocurrence at Specialist	OWNER PROE IMAGE-FLEX, INC.		·· CUSTOMER: (As S	Hated Above)		
Print Name & Tille: Chip Miceli President Print Name & Tille: Stapkin Lazarve UNCONDITIONAL GUARANTY TO OWNER  Print Name & Tille: Stapkin Lazarve UNCONDITIONAL GUARANTY TO OWNER		ale Accepted:	By: X	anya	Date: 7-	-/ <u>z-501</u>
UNCONDITIONAL GUARANTY TO OWNER "Procureus ext so evaluat	· V Alicali	President	Print Name & Title:	5-t-20 L	in Laza	200
			· -	15-611-6V	+500	- 12 Line +
In consideration of Owner entering into the above Agreement in reliance on this Guranty, the undersigned, jointly and severally if more than one; unconditionally and irrevocably guarantee(s):	-in consideration of Owner entering Into the above Agree	ment in reliance on this.Gueranty, the	undersigned, jointly and seve	arally if more than one; u	nconditionally and irrevoc	ably guarantee(s):to
Owner and to any assignee of Owner, the prompt payment and performance of all of Customer's obligations under the above Agreement and all existing and future Agreements between Owner and Customer. The undersigned agree(s): (a) that this is a guarantee of payment and not of collection and that Owner are the assignee may proceed directly against the undersigned without disposing of any security or seeking to collect from Customer; (b) all defenses and notices, including those of process, presentment and demand are waited; (c) that Owner may obtain the contraction of the contract	and Customer. The undersigned agree(s): (a) that this	is a guarantee of payment and not	of collection and that Owner-	<del>er its</del> Essignes may proc	seed directly against the	undersigned without
otherwise change the terms of the Agreement without notice to the undersigned; and (d) to pay all of Ower's costs of enforcement and collection. This guarantee survives the benefunction of the undersigned of the undersigne	otherwise change the terms of the Agreement without no	plice to the undersigned; and (d) to p	ay all of Owner's costs of enfo	rcement and collection.	This guarantee survives t	he bankrupicy of the
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AND VENUE IN SECH COURTS AND WAIVE(S) ANY RIGHT TO TRANSFER VENUE. EACH OF THE UNDERSIGNED WAIVES ANY RIGHT TO A TRIAL BY JURY.	AND VENUE IN SUCH COURTS AND WAIVE(S) ANY	RIGHT TO TRANSFER VENUE, EAC	H OF THE UNDERSIGNED W	VAIVES ANY RIGHT TO	ATRIAL BY JURY.	A 70.45
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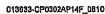
- IMAGE CHARGES. Payments are due monthly, beginning the date the Equipment is delivered to You or any later date designated by Us and continuing on the same day of each following month until fully paid. Your Minimum Monthly Usage Payment obligation shown on the front of this Agreement is Unconditional. In return for the Minimum Monthly Usage Payment, You are entitled to use the applicable Monthly Volume Allowance shown on the front of this Agreement each month. If You use more than the Monthly Volume Allowance in any month, You will pay Us an additional charge equal to the number of additional metered images multiplied by the applicable Excess Per Image Charge. Notwithstanding any adjustment, You will never pay less than the Minimum Monthly Usage Payment. You agree to provide Us, or the Supplier, with the actual meter readings on any business day of each month as designated by Us, provided that We may estimate the number of images used it such meter readings are not received by Us within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Per image Charges are based on Supplier's estimated average page coverage, that being 6% page coverage for black and white images and 20% for color images. These percentages are based on 8,5° x 11" images. You agree that We may proportionately increase your Per Image Charges at any lime if the Supplier's estimated average page coverage is exceeded in any month during the term of this Agreement. In addition to the foregoing, You agree that effective on each/any anniversary of this Agreement, We may annually increase both the Minimum Monthly Usage Payment and the Excess Per Image Charge by amounts determined in Our discretion. We may charge You a reasonable fee to cover documentation and investigation costs. You may not pay off this Agreement prior to the end of the Agreement term without our consent and We may charge You, In addition to the other amounts owed under this Agreement, an early termination fee equal to five percent (5%) of the manufacturer's original suggested retail price for the Equipment.
- 7. USAGE REPORTING. Accurate usage billing under this Agreement is based upon Us obtaining accurate monthly usage readings through Our efficient and electronic usage collection, Fleatview Remote Montloring System. Access to Install on this software on Your network must be granted, You agree that usage may be accessed and reported in this manner.
- 8. USE AND MAINTENANCE. You acknowledge that DPOE has agreed to provide full service maintenance during normal business hours, including all toner, developer and parts necessary to produce images, provided you must purchase copier paper and staples separately. You acknowledge that only DPOE or the manufacturer is responsible for service, repair, maintenance or warranty of the Equipment. You agree to pay DPOE for service and maintenance provided outside of DPOE's normal business hours and for service required by your negligence or misuse of the Equipment, both at DPOE's customary rates. You agree to use the Equipment for business purposes only You may modify the Equipment only with Our prior written constitution.

  9. EQUIPMENT LOCATION AND INSPECTION, You will not move the Equipment from its.
- 9. EQUIPMENT LOCATION AND INSPECTION. You will not move the Equipment from its location noted in this Agreement without Our plan widten consent. We have the right to enter the premises where the Equipment is located, in order to confirm the existence, condition and proper maintenance of the Equipment. If You take the Equipment out of service while having a third party pay, or provide funds to pay, the payments due hereunder, the Agreement shall be considered terminated early, and You will be subject to the early termination fee above.
- 10. END OF TERM. At the end of term, and upon at least sixty (60) but not more than ninety (80) days written notice to Us, You shall return all the Equipment, Including software, to wherever We direct within the continental United States, with all manuals and logs, in good order and working condition (except for ordinary wear and lear from normal use) packed per the shipping company's specification and pay an inspection, restocking and handling fee of \$100,00. If this does not occur, this Agreement will renew for an additional twelve months and You shall pay Us the same Minimum Monthly Usage Payments, Excess Per Image Charges and other charges as applied during the term.
- 11. LOSS OR DAMAGE. You assume and bear the risk of loss or damage to the Equipment. If the Equipment is lost or damaged, You agree to replace or repair the Equipment and to continue to pay all Minimum Monthly Usage Payments.
- 12. INSURANCE. You agree: (a) to keep the Equipment fully insured against loss at its replacement cost, with Us named as loss payes; (b) to maintain comprehensive public ilability insurance acceptable to Us; (c) to provide proof of insurance satisfactory to Us no later than thirty (30) days following the commencement of this Agreement, and thereafter upon four written request; (d) if You fall to obtain and maintain property loss insurance satisfactory to Us and/or You fall to provide proof of such insurance to Us within thirty (30) days of the commencement of the Agreement, We have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of Our choosing in such forms and amounts as We deem reasonable to protect Our interests; (e) if We place insurance on the Equipment, We will not name You as an insured and Your interests may not be fully protected; (f) if We secure insurance on the Equipment, You will pay Us an amount for the premium which may be higher than be premium that You would pay if You placed the insurance independently and may result in a profit to Us through an investment in reinsurance. Any insurance proceeds received will be applied, at Our option, (i) to repair, restore or replace the Equipment, or (ii) to pay Us the remaining balance of the Agreement plus Our estimated residual value, both discounted at 6% per year.
- 13. INDEMNITY. We are not responsible for, and You agree to indemnify Us and hold Us harmless from, any claim, loss or damages, including attorney fees, in any way relait to or connected with a defect in, or the use, possession or existence of the Equipment of the Equipment
- 14. TAXES. You agree that, in addition to You paying any applicable sales or use takes "under this Agreement, you will also pay to Us as additional usage payments an amount

- equal to any parsonal property taxes, use taxes, ad valorem taxes, or other governmental taxes or fees of any kind which are assessed against Us or which are paid by Us with respect to the Equipment or this Agreement.
- 15. NET AGREEMENT, YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL MINIMUM MONTHLY USAGE PAYMENTS AND OTHER AMOUNTS DUE FOR THE ENTIRE AGREEMENT TERM OF THIS AGREEMENT, YOU ARE NOT ENTITLED, FOR ANY REASON, TO REDUCE, OR ASSERT A SET-OFF AGAINST, ANY MINIMUM MONTHLY USAGE PAYMENTS (OR OTHER AMOUNTS) PAYABLE TO US UNDER THIS AGREEMENT.
- 16. NO WARRANTIES FROM OWNER'S ASSIGNEE. OUR ASSIGNEE HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER. All warrantles shall be from DPOE or the Equipment manufacturer for a description of Your warranty rights. Provided You are not in default under this Agreement, You may enforce all warranty rights directly against DPOE or the manufacturer of the Equipment, as applicable. If an interest in this Agreement is assigned by DPOE, You agree to settle any dispute You may have regarding performance or maintenance of the Equipment directly with DPOE or the Equipment manufacturer.
- 17. DELINQUENT AMOUNTS AND ADVANCES. In the event that We advance payments of any kind to preserve the Equipment, You will promptly reimburse us the amount(s) advanced. If any usage payments or other sums required to be paid by You under this Agreement are not paid when due, such overdue amounts will accrue interest, from the due date until paid, at the lower of one and one-half paccent (1.5%) per month or the highest rate allowed by applicable law. In addition, You will pay Use a late charge equal to: 1) the greater of ten (10) cents for each dollar everdue or twenty-six dollars (\$25.50) or 2) the highest lawful charge; whichever is less, also charges will be due and payable with the next monthly usage segment due.
- with the next monthly usage payment due.

  18. DEFAULT AND REMEDIES. Any of the following events or conditions will constitute a default hereunder. (a) You fall to pay any sum due Us within ten (10) days after the due date thereof; (b) You fall to observe or perform any bither term, covenant or condition of this Agreement and such fallure continues for,ten (10) days following the receipt of written notice from Us; (c) the filing by or against You of a petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors; (d) the voluntary or involuntary making of an assignment of a substantial portion of Your assets by You for the benefit of preditors, appointment of a receiver or trustee for You or for Your assets, commencement of any formal or informal proceeding for dissolution, it quidation, settlement of claims against or winding up of Your affairs, or You cease doing business as a going concern; (e) any representation or warrenty made by You herein or in any document delivered by You in connection herewith will prove to have been misleading in any material respect when made; or (f) You are in default under any other contract with Us, Upon the occurrence of an event of default, We may, at Our option, require You (t) to then pay as liquidated damages, and (t) regardless of whether such amounts are paid, to return the Equipment. We may use any other remedies available to Us under applicable law, such as holding You liable for the difference between the remaining unpaid Minimum Monthly Usage Payments and the fair market value of the Equipment. Although You agree that We have no obligation to sell the Equipment, if We do sell the Equipment, two will reduce the amount You owe by what We receive. These remedies will be applied, to the extent allowed by law, cumulatively, in addition, You agree to pay Us all costs and expenses; including attempts for any other ownercial code (UCC). A waiver of default shall not be construed as a waiver of any other or subsequent default. In the h
- 19. ASSIGNMENT. You have no right to sell, assign or sublease the Equipment or this Agreement. We MAY SELL OR ASSIGN THIS AGREEMENT OR OUR RIGHTS IN THE EQUIPMENT, IN WHOLE OR IN PART, TO A THIRD PARTY WITHOUT NOTICE TO YOU, YOU AGREE THAT IF WE SELL OR ASSIGN AN INTEREST IN THIS AGREEMENT, THE ASSIGNEE WILL HAVE OUR RIGHTS, BUT WILL NOT HAVE OUR OBLIGATIONS, AND YOU AGREE THAT SUCH ASSIGNEE WILL NOT BE SUBJECT TO ANY CLAIM, DEFENSE OR SET-OFF THAT YOU COULD ASSERT AGAINST US OR ANY THIRD PARTY.
- 20. MISCELLANEOUS, if a court finds any provision of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect, All of Your written notices to Us must be sent by certified mall. Notwithstanding terms and conditions contained in any purchase order relating to the Equipment, the terms and conditions of this Agreement will prevail. We shall not be liable for any incidental or consequential demages.
- 21. CUSTOMER. WAIVERS. To the extent permitted by law, You wrive all rights and remedies. You would have under Article 2A (Sections 567-528) of the Uniform Commercial Gode, including but not limited to Your rights to: (I) cancel or repudiate the Agreement; and (II) reject or revoke acceptance of the Equipment. Any action you take against Us for any default, including breach of warranty or indemnity, must be started within one (1) year after the event which caused it. We will not be liable for specific performance of this Agreement or for any losses, damages, delay or failure to deliver the Equipment. You authorize Us to file at any time a UCC financing statement evidencing Our interestin the Equipment.





Water Looker, W.

PublicWorks



### **IMAGE-FLEX AGREEMENT**

Agreement No.

GUSTOMER Full Legal Nan	(hereinafter referred to as "You" one	or "Your")				
	Public Works		<del> </del>			
Address		City		State	Zip	
711 Laran			mette	Illinois	60091	
SUPPLIER (S	Supplier is not Owner's Agent nor is	Supplier authorized to waive or a City	lter any term or conditio	n of this Agreement)	State	
	es Office Equipment		rove Village		Illinois	
TERMS AND	CONDITIONS PLE	ASE READ CAREFULLY E	SEFORE SIGNING			
,	The state of the s				Serial No.	
Quantity 1	Type, Make, Model Number and incl Sharp MX-5500N	uded accessories			Senai No.	
<u>'</u>	Sharp MA-5500N					
	<u> </u>	· · · · · · · · · · · · · · · · · · ·				
EQUIPMENT	OCATION	- (	City	State	County	
	EGGATION					
SCHEDULE (	OF USAGE PAYMENTS					
	onthly Volume Allowance	Term	Minimum Monthl	y Usage Payment	Excess Per Ima	
B&W Imag	ges0				.0085 .	Color
Color Imag	nes 0	60	· · ·	55.50	.005 000	.06 (plus tax)
Color inna	Jes	Months	(piu	s tax)	(plus tax)	(pius tax)
agreeme 2. DELIVE by telep beginnin FULL A 3. GOVER which O RELATE LOCATI WAIVE 4. ORIGIN Our orig AGREE 5. TITLE. \ Agreem You. Ex THIS AGREEN WHICH YOU. OF THIS AGRI OWNER: C By:	We are the owner of the Equipment. \ ent for the software. If You properly e cept as provided in this paragraph, all MENT IS SUBJECT TO THE TERMS AI MENT IS SUBJECT HOTHE TERMS AI MENT IS SUBJECT HOTHE TERMS AUTHOR! Office Equipment Leasing  Signature	ications of this Agreement shall be a  IENT. Acceptance of the Equipmer  is We may require. You hereby auti- is. ONCE YOU SIGN THIS AGREE  CTION AND VENUE OF LITIGATIC  I corporate offices are located. IF THE  ADJUDICATED IN THE FEDER  THE LAW OF THAT STATE. YOU  EACH PARTY WAIVES ANY RIG  ID PAGE. The original of this Agree  PAGE, YOU ACKNOWLEDGE T  We are not responsible for the oblig  exercise the purchase option, if any  references to "Equipment" in this Ag-  ND CONDITIONS PRINTED ON THIS  AGREEMENT IS NOT BINDING UNT	affective unless in writing it occurs upon delivery. Volorize Us to either insert MENT AND WE ACCEPTON. This Agreement and earlis AGREEMENT IS ASSAL OR STATE COURT HEREBY CONSENT TO HT TO A TRIAL BY JUR ment shall be that copy what YOU RECEIVED A lations owed by the licent, for the Equipment, You greement includes the Solice AND ON THE RESIL ACCEPTED BY US. YOU	and signed by the parties. When You receive the Equi or correct the Agreement it IT, THIS AGREEMENT V each Schedule shall be governed to the Signed You AGREE TH WHERE THE ASSIGNED PERSONAL JURISDICTI Y. which bears a facsimile or or AND HAVE READ THE sor of any software include understand that We would fitware.  VERSE SIDE, ALL OF WHI OU CERTIFY ALL ACTIONS	ipment, You agree to ins number, serial numbers, will BE NON-CANCEL WERNED BY THE MENT OF	pect it and verify model numbers, ABLE FOR THE vs for the state in ING UNDER OR DQUARTERS IS AT COURT AND and which bears HIS TWO-PAGE noder any License software rights to GREEMENT AND RIZE EXECUTION
Print Name &			Print Name & Title:	wirecov At	~ 1eur	<u>-~</u> 14>
In consideration assignee of Over undersigned as or seeking to a Agreement with undersigned's RELATED TO GOVERNED E TRANSFER V	DNAL GUARANTY TO OWNER  n of Owner entering into the above Agre wher, the prompt payment and performan gree(s): (a) that this is a guarantee of pay ollect from Customer; (b) to waive all del hout notice to the undersigned; and (d administrators, successors and assigns. THIS GUARANTY WILL BE ADJUDICA BY THE LAW OF THAT STATE. THE UN ENUE, EACH OF THE UNDERSIGNED	ice of all of Customer's obligations unc yment and not of collection and that O fenses and notices, including those of ) to pay all of Owner's costs of enfi IF THE ABOVE AGREEMENT IS ASS ITED IN THE FEDERAL OR STATE O UDERSIGNED HEREBY CONSENT(S WAIVES ANY RIGHT TO A TRIAL BY	e undersigned, jointly and der the above Agreement ar ware or its assignee may protest, presentment and corcement and collection. TISIGNED BY OWNER, THE COURT WHERE THE ASSI TO PERSONAL JURISD JURY.	severally, unconditionally and all existing and future Agnoroceed directly against the undermand; (c) that Owner may the guarantee survives the UNDERSIGNED AGREE(S) GNEE'S CORPORATE HEA	d irrevocably guarantee to eements between Owner a undersigned without dispos extend or otherwise chang bankruptcy of the Custon THAT ANY DISPUTE ARI D QUARTERS IS LOCAT	Owner and to any and Customer. The ing of any security ge the terms of the ner and binds the ISING UNDER OR ED AND WILL BE ANY RIGHT TO
×		, Individual	ly <b>X</b>		<u>.</u>	, Individually

Village of Wilmette - Additions to the "Additional Provisions" section of the Image-Flex Agreement.

- 6. PERFORMANCE CANCELLATION: Contract may be cancelled at the Village's discretion if equipment does not maintain a 90% uptime over a three-month running average.
- 7. MAINTENANCE RESPONSE TIME: The response time to all maintenance service calls will not exceed four (4) hours average. For the purpose of calculating the response time average, business hours shall be Monday through Friday, 8 a.m. to 5 p.m.
- 8. PERFORMANCE: If The Village of Wilmette determines DPOE is not meeting its contractual requirements, including those set forth in sections 1 and 2 above, the Village of Wilmette will send the vendor a 60 day cure notice based on accepted standards, outlining those specific activities the vendor must undertake in order to remain in compliance with the terms and conditions mutually agreed upon with The Village of Wilmette.
- 9. TERMINATION FOR PERFORMANCE: The Village may terminate the lease for poor performance. Upon a notice to cure performance, the vendor will have sixty (60) days to comply with performance targets.

Accepted by

Date 🌋

Pita Q. Shily

8/31/2009

Police



### **IMAGE-FLEX AGREEMENT**

		Agree	ment No.
CUSTOMER (hereinafter referred to as "You" or	"Your")		
Full Legal Name			
Wilmette Police Department  Address	City	State	710
	•		Zip
710 Ridge Rd.		nette Illinois	60091
SUPPLIER (Supplier is not Owner's Agent nor is Suname	ipplier authorized to waive or all City	er any term or condition of this Agreement)	State
Des Plaines Office Equipment		ove Village	Illinois
TERMS AND CONDITIONS PLEASE	SE READ CAREFULLY B	EFORE SIGNING	
Quantity Type, Make, Model Number and includ  Sharp MX-5500N	ed accessories		Serial No.
1 Sharp MX-5500N			
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EQUIPMENT LOCATION	Ci	ty State	County
EQUIPMENT LOCATION	J.	.y Sian	
SCHEDULE OF USAGE PAYMENTS		· · · · · · · · · · · · · · · · · · ·	
Monthly Volume Allowance	Term	Minimum Monthly Usage Payment	Excess Per Image Charge
B&W Images 0			B&W Color
	60	<b>\$</b> 255.50	.06
Color Images	Months	(plus tax)	(plus tax)
ADDITIONAL PROVISIONS			
IMAGE-FLEX AGREEMENT. Subject to the t Customer (also referred to as "You" or "Your"), a agreement between You and Us and no modifica     DELIVERY AND ACCEPTANCE OF EQUIPME	nd You agree to use under this Ag tions of this Agreement shall be ef	reement, the equipment described above ("Ec fective unless in writing and signed by the par	uipment"). This Agreement contains the entire ties.
by telephone or in writing such information as W beginning date, signature date, and Your name. FULL AGREEMENT TERM.	Ve may require. You hereby author ONCE YOU SIGN THIS AGREEN	orize Us to either insert or correct the Agreem IENT AND WE ACCEPT IT, THIS AGREEME	nent number, serial numbers, model numbers, ENT WILL BE NON-CANCELABLE FOR THE
<ol> <li>GOVERNING LAW, CONSENT TO JURISDICTI which Owner's or Owner's assignee's principal or RELATED TO THIS AGREEMENT WILL BE of LOCATED AND WILL BE GOVERNED BY THE WAIVE ANY RIGHT TO TRANSFER VENUE. E</li> </ol>	orporate offices are located. IF TH ADJUDICATED IN THE FEDERA E LAW OF THAT STATE. YOU H	IS AGREEMENT IS ASSIGNED, YOU AGRE NL OR STATE COURT WHERE THE ASSIGNED THE ASSIGNE	E THAT ANY DISPUTE ARISING UNDER OR SINEE'S CORPORATE HEADQUARTERS IS
<ol> <li>ORIGINAL/FACSIMILE SIGNATURE/SECOND Our original signature, BY SIGNING THIS PA AGREEMENT.</li> </ol>			
<ol> <li>TITLE. We are the owner of the Equipment. We Agreement for the software. If You properly exe You. Except as provided in this paragraph, all ref</li> </ol>	rcise the purchase option, if any,	for the Equipment, You understand that We v	
THIS AGREEMENT IS SUBJECT TO THE TERMS AND WHICH YOU ACKNOWLEDGE HAVING READ. THIS AGOF THIS AGREEMENT, INCLUDING YOUR AUTHORITY,	REEMENT IS NOT BINDING UNTI		
OWNER: Office Equipment Leasing		CUSTOMER: (As Stated Aboye)	! slavla
By: Da	te Accepted:	By: X Signature	Date: 7/3//07
Signature Print Name & Title:		Print Name & Title: Peter Skile	s Director of IS
UNCONDITIONAL GUARANTY TO OWNER		THE NAME OF THE	<del></del>
In consideration of Owner entering into the above Agreem assignee of Owner, the prompt payment and performance undersigned agree(s): (a) that this is a guarantee of paymen or seeking to collect from Customer; (b) to waive all defen Agreement without notice to the undersigned; and (d) to undersigned's administrators, successors and assigns. IF RELATED TO THIS GUARANTY WILL BE ADJUDICATE GOVERNED BY THE LAW OF THAT STATE. THE UNDITANSFER VENUE, EACH OF THE UNDERSIGNED WA	of all of Customer's obligations under ent and not of collection and that Ow ses and notices, including those of portion pay all of Owner's costs of enfor THE ABOVE AGREEMENT IS ASSI ID IN THE FEDERAL OR STATE CO- ERSIGNED HEREBY CONSENT(S) INVES ANY RIGHT TO A TRIAL BY	or the above Agreement and all existing and future orner or its assignee may proceed directly against rotest, presentment and demand; (c) that Owner coment and collection. This guarantee survives GNED BY OWNER, THE UNDERSIGNED AGRE DURT WHERE THE ASSIGNEE'S CORPORATE TO PERSONAL JURISDICTION AND VENUE II JURY.	Agreements between Owner and Customer. The the undersigned without disposing of any security may extend or otherwise change the terms of the the bankruptcy of the Customer and binds the EE(S) THAT ANY DISPUTE ARISING UNDER OR HEAD QUARTERS IS LOCATED AND WILL BE N THAT COURT AND WAIVE(S) ANY RIGHT TO
X	, Individually	, X	, Individually

Village of Wilmette - Additions to the "Additional Provisions" section of the Image-Flex Agreement.

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- 9. TERMINATION FOR PERFORMANCE: The Village may terminate the lease for poor performance. Upon a notice to cure performance, the vendor will have sixty (60) days to comply with performance targets.

Accepted by

Date 0/3

Pet a. Shil

8/31/09

Fire Stn /26



### **IMAGE-FLEX AGREEMENT**

CUSTOMER Full Legal Na	A de la constantia			nt No.
ruii Legai Na	(hereinafter referred to as "You" o	r "Your") ·		
Village c	of Wilmette			
Address		City	State	Zip
<del>1200 Wil</del> ı	mette 1304 LAKE F	イル サ ス 6 Will	mette Illinois	60091
SUPPLIER (	(Supplier is not Owner's Agent nor is	. ,	ter any term or condition of this Agreement)	State
	nes Office Equipment	City Elk Gr	ove Village	Illinois
TERMS AN	CONDITIONS PLEA	SE READ CAREFULLY B	EFORE SIGNING	
Quantity	Type, Make, Model Number and inclu	ided accessories		Serial No.
1	Sharp MX-5500N	334 4555551155		75002491
<u></u>				
	-			
EQUIPMENT	LOCATION	C	State	County
SCHEDULE	OF USAGE PAYMENTS			
	lonthly Volume Allowance	Term	Minimum Monthly Usage Payment	Excess Per Image Charge
B&W Ima	ages0			B&W. Color
Color Ima	ages0	60	\$ 255.50 (plus tax)	.005 .06 (plus tax) (plus tax)
	L PROVISIONS	Months	(hina (ax)	(plus tax)
by tele				
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